

COTTONWOOD HEIGHTS

RESOLUTION No. 2021-32

A RESOLUTION APPROVING PERFORMANCE CONTRACTS FOR 2021 BUTLERVILLE DAYS

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met on 15 June 2021 to consider, among other things, approving performance contracts (the "*Agreements*") with Charley Jenkins and Melissa Halvorsen d/b/a HawkWatch (collectively, the "*Providers*") whereunder the City would engage the Providers to perform at the City's 2021 "Butlerville Days" community celebration on the terms and conditions specified in the Agreements; and

WHEREAS, the Council has reviewed the form of the Agreements, photocopies of which are annexed hereto as exhibits; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreements as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreements with Providers are hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreements on behalf of the City.

This Resolution, assigned no. 2021-32, shall take effect immediately upon passage.

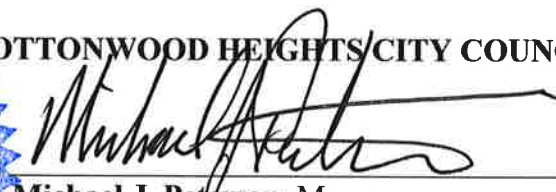
PASSED AND APPROVED this 15th day of June 2021.

ATTEST:

By: 
Paula Melgar, Recorder



COTTONWOOD HEIGHTS CITY COUNCIL

By: 
Michael J. Peterson, Mayor

VOTING:

Michael J. Peterson
Douglas Petersen
J. Scott Bracken
Tali C. Bruce
Christine Watson Mikell

Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 15th day of June 2021.

RECORDED this 17 day of June 2021.

Performance Contract

THIS PERFORMANCE CONTRACT (this "*Agreement*") is made effective 1 June 2021 between **MELISSA HALVORSEN d/b/a HAWKWATCH**, whose address is 2240 South 900 East, Salt Lake City, UT 84106 ("*Artist*"), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 ("*City*"). This Agreement concerns a bird show production (specifically, a 45-minute "Live Raptor Ambassador" program with three birds and a 15-minute "meet and greet photo opportunity" with the public) to be staged by Artist at City's 2021 Butlerville Days community celebration (the "*Event*") scheduled for 23-24 July 2021 at 7500 South 2700 East in Cottonwood Heights, UT. This Agreement constitutes the entire contractual relationship between City and Artist concerning the Performance.

Section 1. **Setup Time.** Artist shall deliver its equipment to the stage area at the Event no later than 4:15 p.m. on 24 July 2021. City anticipates that the stage (the "*Stage*") will be erected and ready for use by 4:15 p.m. on that date, whereupon Artist may set up its equipment on the Stage and conduct a sound check. A final sound check may be conducted between 4:15 p.m. and 4:30 p.m. on July 24th.

Section 2. **Performance Times.** Artist shall perform (the "*Performances*") between 4:30 p.m. and 5:00 p.m. (i.e., 30 minutes) on 24 July 2021. Artist's performances will consist of a bird show, appropriate for a family-oriented, community event.

Section 3. **Total Compensation.** The total compensation to be paid by City for the Performance and all of Artist's services under the Agreement shall be a flat fee of \$200 (the "*Contract Price*"). City shall pay a deposit of 0% of the Contract Price (the "*Deposit*") upon the parties' joint entry into this Agreement. The Contract Price will be paid by 7 August 2021.

Section 4. **Equipment; Supplies; Personnel.** City only is required to (a) provide an elevated stage at an outdoor venue, equipped with lighting and at least two electrical connections within 50 feet of the stage; (b) use reasonable diligence to assure that all City-provided equipment is in good working order for the Performance; (c) assure easy access to the stage area for loading and unloading of Artist's equipment; and (d) parking for Artist's van, bus, and/or trailer in convenient distance to the stage (Artist shall inform City in writing of Artist's parking needs at least five business days before the Event). City is not required to provide any other facilities, equipment, supplies or personnel under the Agreement except the following: City will use its best efforts to provide appropriate resources (including law enforcement personnel and physical impediments such as barriers or the raised stage) for crowd control; shade for Artist and birds if the temperature will be 70 degrees Fahrenheit or greater; and a safe environment for the performance.

Section 5. **Nonperformance.** If the Performance cannot occur due to force majeure events (natural disaster, extreme weather conditions, war, riot, or similar events beyond the reasonable control of either party) notwithstanding that Artist is ready, willing and able to stage the Performance, then City shall pay one-half the Contract Price. If the Performance cannot occur due to death, illness, injury or other reasons affecting Artist such that Artist cannot stage the Performance, then City shall be excused from any obligation to pay any of the Contract Price and the Deposit shall be promptly refunded to City.

Section 6. **Advertising.** City controls all advertising and publicity for the Event, provided that if any such advertising or publicity does more than name Artist and/or its artist for purposes of publicizing the Performance, Artist shall have the right to review and pre-approve

such advertising, etc., which approval shall not be unreasonably withheld, conditioned or delayed. Artist consents to City's use of Artist's image in City publications, video recordings, photographs, images or the like advertising or memorializing the Event.

Section 7. **Recording, Etc.** City has no control over Event attendees choosing to record, broadcast, photograph or otherwise reproduce any part of the Performance.

Section 8. **No Right to Sell Goods or Merchandise.** Artist may sell programs, photographs, recordings, posters or other merchandise concerning their music or status as a performance group during their performance and for one hour thereafter from a City-designated location at the Event that is reasonably acceptable to Artist.

Section 9. **Cancellation.** Either party's right to cancel the Performance, and this Agreement, shall expire on 30 June 2021.

Section 10. **Change of Artist.** Artist is not entitled to substitute another performer for the artist designated above.

Section 11. **Other Artists.** City may freely allow other artists, performers, etc. selected by City to perform on the Stage before and after the Performance.

Section 12. **Immunity Act.** City is a governmental entity that is covered by the provisions of the Governmental Immunity Act of Utah, UTAH CODE ANN. 63G-7-101 et seq. (the "Immunity Act"). By entering into the Agreement, City does not waive any rights or protections to it under the Immunity Act.

DATED effective the date first-above written.

ATTEST:
By:  Paula Melgar, Recorder

CITY:
COTTONWOOD HEIGHTS, a Utah municipality
By:  Michael J. Peterson, Mayor

 **ARTIST:**

HAWKWATCH

By: _____
MELISSA HALVORSEN

Performance Contract

THIS PERFORMANCE CONTRACT (this "*Agreement*") is made effective 1 June 2021 between **CHARLEY JENKINS**, whose address is 990 North Mill Road, Heber City, Utah 84032 ("*Artist*"), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 ("*City*"). This Agreement concerns a musical production to be staged by Artist at City's 2021 Butlerville Days community celebration (the "*Event*") scheduled for 23-24 July 2021 at 7500 South 2700 East in Cottonwood Heights, UT. This Agreement constitutes the entire contractual relationship between City and Artist concerning the Performance.

Section 1. **Setup Time.** Artist shall deliver its equipment to the stage area at the Event no later than TBD on 24 July 2021. City anticipates that the stage (the "*Stage*") will be erected and ready for use by TBD p.m. on that date, whereupon Artist may set up its equipment on the Stage and conduct a sound check. A final sound check may be conducted between TBD p.m. and TBD p.m. on July 24th.

Section 2. **Performance Times.** Artist shall perform (the "*Performances*") between 8:30 p.m. and 10:00 p.m. (i.e., 90 minutes) on 24 July 2021. Artist's performances will consist of original music and some covers, appropriate for a family-oriented, community event.

Section 3. **Total Compensation.** The total compensation to be paid by City for the Performance and all of Artist's services under the Agreement shall be a flat fee of \$3,000 (the "*Contract Price*"). City shall pay a deposit of 50% of the Contract Price (the "*Deposit Invoice*") upon the parties' joint entry into this Agreement.

Section 4. **Equipment; Supplies; Personnel.** City only is required to (a) provide an elevated stage at an outdoor venue, equipped with lighting and at least two electrical connections within 50 feet of the stage; (b) use reasonable diligence to assure that all City-provided equipment is in good working order for the Performance; (c) assure easy access to the stage area for loading and unloading of Artist's equipment; and (d) parking for Artist's van, bus, and/or trailer in convenient distance to the stage (Artist shall inform City in writing of Artist's parking needs at least five business days before the Event). City is not required to provide any other facilities, equipment, supplies or personnel under the Agreement except the following: _____

Section 5. **Nonperformance.** If the Performance cannot occur due to force majeure events (natural disaster, extreme weather conditions, war, riot, or similar events beyond the reasonable control of either party) notwithstanding that Artist is ready, willing and able to stage the Performance, then City shall pay one-half the Contract Price. If the Performance cannot occur due to death, illness, injury or other reasons affecting Artist such that Artist cannot stage the Performance, then City shall be excused from any obligation to pay any of the Contract Price and the Deposit shall be promptly refunded to City.

Section 6. **Advertising.** City controls all advertising and publicity for the Event, provided that if any such advertising or publicity does more than name Artist and/or its artist for purposes of publicizing the Performance, Artist shall have the right to review and pre-approve such advertising, etc., which approval shall not be unreasonably withheld, conditioned or delayed.

Artist consents to City's use of Artist's image in City publications, video recordings, photographs, images or the like advertising or memorializing the Event.

Section 7. **Recording, Etc.** City has no control over Event attendees choosing to record, broadcast, photograph or otherwise reproduce any part of the Performance.

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Section 9. **Cancellation.** Either party's right to cancel the Performance, and this Agreement, shall expire on __ June 2021.

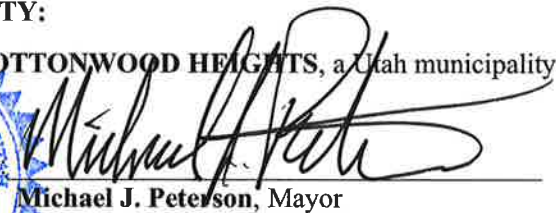
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DATED effective the date first-above written.

ATTEST:
By:  Paula Melgar, Recorder

CITY:
COTTONWOOD HEIGHTS, a Utah municipality
By:  Michael J. Peterson, Mayor



ARTIST:

CHARLEY JENKINS

By: 

Additional Provisions

- **Water:** Pack of 24 bottled waters *(At the stage when load-in takes place)*
- **Batteries:** 24 pack of Duracell or Energizer AA batteries *(At the stage when load-in takes place)*
- **Towels:** 6 hand towels *(At the stage when load-in takes place)*

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Mill Street Entertainment	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 990 North Mill Road	Requester's name and address (optional)
6 City, state, and ZIP code Heber City, Utah 84032	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	7		-	5	3	3	6	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1/12/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



DEPOSIT: MILL STREET ENTERTAINMENT

10 June 2021

\$1,500.00

PAYMENT DUE BY: WHEN CONTRACT IS SIGNED

COTTONWOOD HEIGHTS

MILL STREET ENTERTAINMENT

990 North Mill Road
HEBER CITY, UTAH 84032

QUANTITY	DETAILS	UNIT PRICE	LINE TOTAL
1	DEPOSIT for a full band performance by Charley Jenkins on July 24th, 2021	\$1,500.00	\$1,500.00

Net Total \$1,500.00

BALANCE Total \$1,500.00

PAYMENT DETAILS

MILL STREET ENTERTAINMENT

990 North Mill Road

HEBER CITY, UTAH 84032

OTHER INFORMATION

Charley@millstreetent.com

www.millstreetentertainment.com

ANY ARTIST-ANY BUDGET-ANYWHERE



BALANCE: MILL STREET ENTERTAINMENT

10 June 2021

\$1,500.00

PAYMENT DUE BY: DAY OF SHOW

COTTONWOOD HEIGHTS

MILL STREET ENTERTAINMENT

990 North Mill Road
HEBER CITY, UTAH 84032

QUANTITY	DETAILS	UNIT PRICE	LINE TOTAL
1	BALANCE for a full band performace by Charley Jenkins on July 24th, 2021	\$1,500.00	\$1,500.00

Net Total **\$1,500.00**

BALANCE Total **\$1,500.00**

PAYMENT DETAILS

MILL STREET ENTERTAINMENT

990 North Mill Road

HEBER CITY, UTAH 84032

OTHER INFORMATION

Charley@millstreetent.com

www.millstreetentertainment.com

ANY ARTIST-ANY BUDGET-ANYWHERE